



BancorpSouth Bank

Irrevocable Standby Letter of Credit

BancorpSouth Bank
Tupelo, Mississippi

Effective as of the Issue Date below, this Irrevocable Standby Letter of Credit replaces and supersedes in its entirety BancorpSouth Bank's previously issued Irrevocable Standby Letter of Credit number 392000471747 dated February 1, 2007 and subsequently amended on December 27, 2007.

Issue Date: February 1, 2009

Letter of Credit Number: 392000471747-B

Expiration Date: February 1, 2010

Beneficiary: DeSoto County Board of Supervisors
2535 Highway 51 South
Hernando, MS 38632
Attn: W.E. "Sluggo" Davis

Applicant: Bridgforth Properties, Inc.
3606 Bridgforth Road
Olive Branch, MS 38654

Amount (figures): \$49,500.00 USD

Amount (words): Forty Nine Thousand Five Hundred and No/100 US Dollars

Dear Sir or Madam:

We hereby open our Irrevocable Standby Letter of Credit in your favor for the account of the above Applicant, up to the aggregate amount specified above available to you as Beneficiary by your sight draft drawn on us under the terms and conditions stated herein below.

The draft drawn on us must be in the form of Exhibit "A" hereto, must bear on its face the words, "Drawn under BancorpSouth Bank Irrevocable Standby Letter of Credit Number 392000471747-B dated February 1, 2009" and must be appropriately completed and signed or endorsed by your representative, and must be accompanied by a statement executed by Beneficiary stating as follows:

The undersigned hereby certifies that Bridgforth Properties, Inc. is in default under the terms of that certain contractual agreement, between Bridgforth Properties, Inc. and the DeSoto County Board of Supervisors, pertaining to final layer of asphalt for the streets and street signs in Bakersfield Subdivision, Section A, located in DeSoto County, Mississippi, and that the applicable period to cure such default has expired.

The proceeds of the draft drawn hereunder must be credited to amounts owed to you by the Applicant.

One Mississippi Plaza. 201 South Spring Street. Tupelo, Mississippi 38804

We do hereby engage with you that the draft drawn hereunder and under the terms and conditions provided herein will be duly honored if drawn on us and presented to us at the following address: BancorpSouth Bank, One Mississippi Plaza, 201 South Spring Street, Tupelo, Mississippi 38804, Attention: Trade Finance Department **OR** BancorpSouth Bank, 7125 Airways Boulevard, Southaven, Mississippi 38671, Attention: Community Bank President/Trade Finance Department, on or before 2:00 P.M. Central Time at said location on or before the Expiration Date, at which time this Irrevocable Standby Letter of Credit expires. We will not honor any drafts drawn hereunder after the Expiration Date and time.

Only one draft may be drawn, and such draft may be in any amount up to the full amount of this Irrevocable Standby Letter of Credit. The original of this Irrevocable Standby Letter of Credit and any amendments thereto must be surrendered with the draft. This Irrevocable Standby Letter of Credit may not be assigned or transferred.

This Irrevocable Standby Letter of Credit replaces and supersedes in its entirety BancorpSouth Bank's previously issued Irrevocable Standby Letter of Credit number 392000471747 dated February 1, 2007 and amended on December 27, 2007 (collectively the "Previous LC") and represents the same undertaking as is represented by the Previous LC. Notwithstanding any provision of this Irrevocable Standby Letter of Credit to the contrary, to the extent the Previous LC has been drawn upon by the Beneficiary on or prior to February 1, 2009, the amount available under this Irrevocable Standby Letter of Credit shall stand automatically reduced accordingly.

This Irrevocable Standby Letter of Credit sets forth in full the terms of our undertaking and this undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument, or agreement which may be referred to herein or in which this Irrevocable Standby Letter of Credit is referenced or to which this Irrevocable Standby Letter of Credit relates. No such reference shall be deemed to incorporate herein by reference any document, instrument, or agreement.

This Irrevocable Standby Letter of Credit is governed by the laws of the State of Mississippi without regard to principles of conflicts of laws, but excluding any rule of law that would cause the application of the law of any jurisdiction other than Mississippi, and, insofar as not inconsistent with the laws of Mississippi, shall be subject to the International Standby Practices 1998 (International Chamber of Commerce Publication ISP 98).

BANCORPSOUTH BANK

BY: 
Amelia C. Capleman

ITS: Trade Finance Officer

One Mississippi Plaza. 201 South Spring Street. Tupelo, Mississippi 38804

EXHIBIT A

SIGHT DRAFT

**TO: BancorpSouth Bank
One Mississippi Plaza
201 South Spring Street
Tupelo, Mississippi 38804
Attention: Trade Finance Department**

(Date)

Drawn under BancorpSouth Bank Irrevocable Standby Letter of Credit Number
_____ **dated** _____, _____.

DRAFT AMOUNT (in words):

_____ **and** ___/100's Dollars

DRAFT AMOUNT (in figures): \$ _____

REMITTANCE ADDRESS:

**AT SIGHT PAY TO THE ORDER OF THE UNDERSIGNED BENEFICIARY, AT
THE REMITTANCE ADDRESS SPECIFIED ABOVE, THE DRAFT AMOUNT
SPECIFIED ABOVE.**

BENEFICIARY:

DESOTO COUNTY BOARD OF SUPERVISORS

By: _____

Title: _____
